

42447 BOOK 95

MORTGAGE

No. 52 K

H. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 12th day of December, in the year of our Lord one thousand nine hundred and fifty between Edward Eckman and Helen Eckman, his wife,

of _____, in the County of Douglas and State of Kansas

parties of the first part, and The First National Bank of Lawrence

part Y of the second part

Witnesseth, that the said part 185 of the first part, in consideration of the sum of

Four Thousand and no/100 - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (SE/4) of Section Five (5), Township Fourteen (14) South, Range Twenty (20) East of the Sixth P.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said ICS of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that THEY will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part Y¹LESS the first part shall at all times during the life of this indenture pay all taxes and assessments that may be levied or assessed against said real estate within the time and manner required by law to be paid, and that the part Y²will keep the buildings upon said real estate insured against fire and tornadoes and other perils as the part X¹may specify and directed by the part Y²from the second part, Y²of the second part, the less if any, if not payable to the party LESS of the second part to the extent of 1% interest. And in the event that said part LESS of the second part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part Y²of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

Bears Three thousand and no/100

THIS GRANT is intended as a mortgage to secure the payment of the sum of Four Thousand and no/100 DOLLARS

According to the terms of Q10 certain written obligation for the payment of said sum of money, executed on the 19th day of June 1964.

December, 1950, and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 16S of the first part shall fail to pay the same as provided in this indenture.

[illegible]

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part ies of the first part ha Ve hereunto set their hand s and seal 5 the day and year last above written.

Edward Eckman (SEAL)

Walter Eckman (SEAL)

(Seal)

STATE OF KANSAS

COUNTY OF DOUGLAS

Be It Remembered, That on this 19th day of December A. D. 19 50

before me, a Notary Public in the aforesaid County and State

came Edward Eckman and Helen Eckman, his wife

to me personally known to be the same person B who executed the foregoing instrument and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the
day and year last above written.

My Commission Expires

April 17 1952

(Corp. Seal)